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Doc# 2035034044 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/15/2020 12:34 PM PG: 1 OF 7

Prepared by and  
RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Lutheran Church Extension Fund  
Attention: Kent D. Wilson  
10733 Sunset Office Drive, #300  
St. Louis, MO 63127  
800.854.4004 x6534  
(Re: Forestpk North-A, Contract #181356)

(Space above this line for recorder's use)

CC HE 2005 403LD  
NH 3 of 3

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND  
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 13<sup>th</sup> day of November 2020, among Lutheran Church Extension Fund-Missouri Synod, a Missouri nonprofit corporation, with offices at 10733 Sunset Office Drive, #300, St. Louis, MO 63127 ("Lender"), Concordia University, an Illinois nonprofit corporation, with offices at 7400 Augusta Street, River Forest, IL 60305 ("Landlord"), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with offices at One Verizon Way; Mail Stop 4AW100, Basking Ridge, NJ 07920 ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to that certain Option and Lease Agreement dated July 31, 2018 (as the same may be amended from time to time, the "Lease") between Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest), of premises located at 7400 Augusta St., River Forest, IL 60305 ("Landlord's Property").

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a mortgage, deed of trust or other lien instrument on the Landlord's Property ("Lender's Lien").

C. In accordance with this Agreement, Tenant agrees to attorn to the beneficiary of any mortgage, deed of trust or other lien instrument given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

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1. Subordination. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Lender's Lien, and the lien thereof, and all rights of Lender thereunder.

2. Consent. Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Lender's Lien, becomes the owner of Landlord's Property, by reason of any foreclosure of the Lender's Lien, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord.

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5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

[SIGNATURES ON FOLLOWING PAGE]

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LENDER:

Lutheran Church Extension Fund- Missouri Synod,  
a Missouri nonprofit corporation

By: Angela S. Ellis

Name: Angela S. Ellis

Title: Manager – Loan Processing

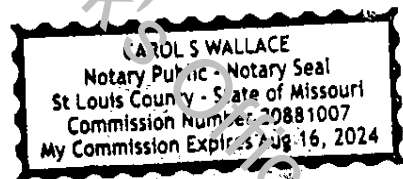
STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. LOUIS )

On 11-18-20 before me, Carol S Wallace,  
personally appeared Angela S. Ellis, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their  
signatures on the instrument the persons, or the entity upon behalf of which the persons acted,  
executed the instrument.

WITNESS my hand and official seal.

Signature: Carol S. Wallace

[Seal]



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LANDLORD:

Concordia University,  
an Illinois nonprofit corporation

By: 

Name: Thomas W. Hallett

Title: Chief Financial Officer

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On 11/12/2020 before me, Casey Kimberly,  
personally appeared Thomas W. Hallett, personally known to me (or proved to me on the basis  
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same in their authorized capacities, and that by  
their signatures on the instrument the persons, or the entity upon behalf of which the persons  
acted, executed the instrument.

WITNESS my hand and official seal.



Signature: Casey Kimberly

[Seal]

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TENANT:

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless

By Cellco Partnership, Its General Partner

By: *Dena Ranieri*  
Name: Dena Ranieri  
Title: Sr. Manager - Network RE

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 6 day of November, 2020 by Dena Ranieri, Sr. Mgr RE of Cellco Partnership, the general partner of Chicago SMSA Limited Partnership, a Illinois limited partnership, d/b/a Verizon Wireless, on behalf of the limited liability company and general partnership.

WITNESS my hand and official seal.

Signature: *Sharon A Petrelli*



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## LEGAL DESCRIPTION

Order No.: CCHI2005403LD

BLOCKS 2, 3, 4, 5, 6 AND 7 IN BOGUE'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE 66-FOOT STRIP OF GROUND LYING BETWEEN SAID BLOCKS 3 AND 4 AND 5 AND 6, AFORESAID AND NORTH OF THE NORTH LINE OF AUGUSTA STREET AND SOUTH OF THE SOUTH LINE OF DIVISION STREET AND THE STRIP OF GROUND, LYING BETWEEN BLOCKS 2 AND 3 AND 6 AND 7, AFORESAID NORTH OF SAID NORTH LINE OF AUGUSTA STREET AND SOUTH OF THE SOUTH LINE OF DIVISION STREET AND THE STRIP OF LAND AND ALL OF THAT PART OF THE STRIP OF GROUND, LYING BETWEEN BLOCKS 2, 3 AND 4 AND BLOCKS 5, 6 AND 7 AFORESAID AND WEST OF A LINE PARALLEL TO AND 435.00 FEET WEST OF THE WEST LINE OF HARLEM AVENUE, AS SHOWN ON THE PLAT OF BOGUE'S ADDITION, AFORESAID ALL SITUATED IN THE VILLAGE OF RIVER FOREST, OF COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING PARCEL OF REAL ESTATE:

A PARCEL OF GROUND, SAID PIECE OR PARCEL OF GROUND LOCATED ON THE SOUTHWEST CORNER OF DIVISION STREET AND BONNIE BRAE IN RIVER FOREST, COOK COUNTY, ILLINOIS, FRONTING 200.00 FEET ON THE SOUTH SIDE OF DIVISION STREET AND 250.00 FEET ON THE WEST SIDE OF BONNIE BRAE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LOT LINE WHERE DIVISION STREET AND BONNIE BRAE MEET AT THE SOUTHWEST CORNER OF THE INTERSECTION; THENCE SOUTH ALONG THE WEST LINE OF BONNIE BRAE TO A POINT 250.00 FEET SOUTH; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF DIVISION STREET, A DISTANCE OF 200.00 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF BONNIE BRAE, A DISTANCE OF 250.00 FEET TO THE SOUTH LINE OF DIVISION STREET; THENCE EAST ALONG THE SOUTH LINE OF DIVISION STREET, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING SITUATED IN BOGUE'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PIN: 15-01-402-002

Address: 7400 Augusta Street  
River Forest, IL 60805